

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.: 05-11160 RCL

CTC COMMUNICATIONS CORP.,

*

*

Plaintiff

*

**MOTION TO AMEND
COMPLAINT AND EXTEND
TIME TO SERVE**

VS.

*

*

CAMBRIDGE CORPORATION,

*

*

Defendant

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Now comes the Plaintiff, CTC Communications Corp., a corporation duly organized by law and having its usual place of business in Waltham, Massachusetts, and hereby moves this Honorable Court to permit the Plaintiff to amend its Complaint to substitute the amended complaint for the original complaint as permitted by Federal Rule 15(a) of Civil Procedure, and extend the time to serve the Defendant with said Amended Complaint. Attached hereto as Exhibit "A" is Plaintiff's Complaint as amended.

As grounds for the Motion, the Plaintiff states that, after a diligent search was made, it had incorrectly identified Defendant's usual place of business in the original Complaint. The Plaintiff also requests that this Court allow time to attempt service on Defendant once again. The Plaintiff further states that it has a good faith claim against Defendant and that the Defendant will be in no way prejudiced by a 90 day extension of time relating to service.

WHEREFORE, based upon the above, the Plaintiff respectfully requests that this Honorable Court allow the Plaintiff to amend its complaint and extend time to serve the Defendant.

Respectfully submitted,
CTC Communications Corp.,
By its attorneys,
Cohn & Dussi, LLC,

Date: 11/10/05

/s/ John J. Dussi

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

***** CIVIL ACTION NO. 05-11160 RCL
CTC COMMUNICATIONS CORP., *
*
Plaintiff(s) * **AMENDED**
vs. * **COMPLAINT**
*
CAMBEX CORPORATION, *
*
Defendant(s) *

The Plaintiff, CTC Communications Corp., by its attorneys COHN & DUSSI, LLC, as and for its Complaint herein alleges as follows:

THE PARTIES

1. The Plaintiff, CTC COMMUNICATIONS CORP. (hereinafter the "Plaintiff"), is a corporation duly organized by law having a usual place of business at 115 Second Avenue, Waltham, Middlesex County, Massachusetts.
2. The Defendant, CAMBEX CORPORATION (hereinafter the "Defendant"), is a corporation having a usual place of business at 115 Flanders Road, Westborough, Massachusetts.

JURISDICTION

3. This Court has jurisdiction over this claim under 28 U.S.C. Section 1331, as the Defendant's liability arises under a tariff filed with the Federal Communications Commission and Massachusetts Department of Telecommunications and Energy (hereinafter collectively the "F.C.C.").

COUNT I
(Breach of Customer Service Agreement)

4. The Plaintiff reavers, realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 3 above with the same full force and effect as if expressly set forth herein.
5. At all times relevant to this action, the Plaintiff provided telephone service pursuant to Massachusetts state tariffs and FCC Tariff No. 3 (hereinafter the "Tariffs").
6. On or about October 8, 1998, the Defendant executed and delivered to the Plaintiff a Customer Service Agreement (hereinafter the "Agreement") pursuant to which the Defendant agreed to pay to the Plaintiff all amounts due together with interest, costs and attorneys' fees in connection with the Defendant's purchase of local exchange services from the Plaintiff. A true and accurate copy of said Agreement is attached hereto as Exhibit "A" and by this reference specifically incorporated herein.
7. The specific terms of the Agreement provides for the assessment of a termination charge in the event that the Agreement is terminated early.
8. The Defendant has breached its contract with the Plaintiff as a result of its failure to make payment to the Plaintiff on all amounts due under said Agreement and owes the Plaintiff the principal sum of Fourteen Thousand Nine Hundred Fifty Three and 37/100 Dollars (\$14,953.37).
9. Based upon the breach and early termination of the Agreement, the Defendant owes the Plaintiff the total sum of Fourteen Thousand Nine Hundred Fifty Three and 37/100 Dollars (\$14,953.37), together with interest from June 12, 2003, on or before which date demand for payment was duly made, plus costs and attorneys' fees.

COUNT II
(for Services Rendered)

10. The Plaintiff reavers, realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 9 above with the same full force and effect as if expressly set forth herein.
11. The Defendant owes the Plaintiff the total sum of Fourteen Thousand Nine Hundred Fifty Three and 37/100 Dollars (\$14,953.37) for services rendered by the Plaintiff to the Defendant together with interest thereon from June 12, 2003, on or before which date demand for payment was duly made, plus costs and attorneys' fees.

COUNT III
(for Unjust Enrichment)

12. The Plaintiff reavers, realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 11 above.
13. The Plaintiff provided telephone services to the Defendant for an agreed upon price, and the Defendant has failed, refused, neglected and continues to refuse to make payment to the Plaintiff in consideration for the services provided by Plaintiff to the Defendant.
14. As a result of the foregoing, the Defendant has been unjustly enriched in the sum of Fourteen Thousand Nine Hundred Fifty Three and 37/100 Dollars (\$14,953.37), which sum the Plaintiff is entitled to recover.
15. As a result of this unjust enrichment, the Defendant owes the Plaintiff the sum of Fourteen Thousand Nine Hundred Fifty Three and 37/100 Dollars (\$14,953.37).

WHEREFORE, the Plaintiff, CTC Communications, prays that Judgment enter as follows:

1. Enter judgment against the Defendant, Cambex Corporation, and in favor of the Plaintiff, in the sum of Fourteen Thousand Nine Hundred Fifty Three and 37/100 Dollars (\$14,953.37), together with interest from June 12, 2003 on or before which date demand for payment was duly made;
2. Award the Plaintiff, CTC Communications, its costs and disbursements for prosecuting this action, including reasonable attorneys' fees, in connection with the Defendant, Cambex Corporation; and
3. Grant the Plaintiff, CTC Communications, such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,
CTC Communications Corp.,
By its attorneys,
Cohn & Dussi, LLC,

Date: 11/10/05

/s/ John J. Dussi

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